

PAMPHLET No. 4

# FOREST HILLS GARDENS

PRELIMINARY INFORMATION  
FOR BUYERS

SAGE FOUNDATION HOMES  
COMPANY

FOREST HILLS, BOROUGH OF QUEENS  
LONG ISLAND  
NEW YORK CITY

NEW YORK OFFICE - 47 WEST 34th STREET

APRIL, 1914

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# Forest Hills Gardens

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## Preliminary Information for Buyers

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### NOTICE

This pamphlet is issued by the Sage Foundation Homes Company for the purpose of giving information to prospective purchasers of lots in Forest Hills Gardens. Taken in connection with the Contracts of Sale, it contains all the representations on its behalf which the Company has authorized. Intending purchasers are notified that the Company is not responsible for, and will not be bound by any other or further representations which may be made by agents or others in connection with the sale or other disposition of its property, unless made in writing by a duly authorized officer of the Company. At the same time the Company accepts full responsibility for all representations herein made.

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# A Business Undertaking

The undertaking is primarily a business enterprise in which certain trust funds have been invested in the definite expectation of securing an adequate business profit, to be applied to the purposes of the trust. The fact that those interested in this development hope, at the same time, to demonstrate that it is possible to develop a more attractive general plan and better types of houses than those commonly found in commercial land developments, makes it, if anything, more important to insure the financial success of the venture. Owners of land elsewhere could not be expected to follow the example of this Company unless it can show a profit satisfactory to the average investor.

## References

Before accepting the application of any person expressing a willingness to buy or rent its property, the Company will require references as to the character and business of the applicant. It is essential to the commercial and social success of the undertaking that prospective buyers should not only be responsible and reliable but that they should be congenial neighbors to other residents. The Company has taken special pains to secure desirable purchasers and will select others of the same kind by thorough investigation of the character and standing of each applicant, and will accept only persons who will in the judgment of the Company, help it to maintain its standards and to carry out its aims in creating a homogeneous and congenial community.

## Location

Forest Hills Gardens is a suburban land development of the Sage Foundation Homes Company, in the Borough of Queens on the newly equipped electric line of the Long Island Railroad, nine miles from the new Pennsylvania Station at Seventh Avenue and Thirty-third Street, Manhattan. It is two miles west of Jamaica and adjoins Forest Park—a large city park of great natural beauty, which provides a golf course, and other opportunities for recreation.

The property consists of 204 acres of land, undulating, partly wooded and well drained, on the northwesterly slope of the ridge or backbone of Long Island, from 60 to 130 feet above mean high water. The soil is a dry, sandy loam, free from rock strata.

## Transportation

At present thirty or more trains each way stop daily at Forest Hills Gardens, connecting it with the Pennsylvania Station in Manhattan. While, in point of frequency, this does not compare favorably with the train service of many more fully developed suburban localities, nevertheless in all other respects the transportation is already exceptionally good. The appointed schedules are maintained with great regularity; with negligible exceptions, the running time is from 13 to 15 minutes; the ride is an agreeable one, consisting of four minutes through a cool, well-ventilated tunnel, and about ten minutes through pleasant open country; trains run at intervals through the night, and the schedule is so arranged as to make it reasonably convenient to return home after an evening in town. With the growth of population at this station, the frequency of the train service will tend constantly to increase.

The commutation rate is \$6.50 a month; 50 trip tickets cost \$9.25, round-trip tickets 45 cents.

The trolley line along the Hoffman Boulevard affords additional transportation facilities to Manhattan and to Jamaica. Cars are operated under a ten minute headway and the fare is five cents. The Manhattan terminus is at 59th Street and 2nd Ave.

## Schools

An ungraded public school, which offers instruction from kindergarten to the grade known as 6 B, is centrally located in Forest Hills Gardens, in a building of the portable type used by the Board of Education in new localities in advance of the erection of permanent buildings. Jamaica and Elmhurst, which are but a few minutes' ride from Forest Hills, provide a High School and other grade schools for the older children. It is naturally to be expected that, whenever the growth of population warrants, there will be a public school directly on the property.

# Churches

There is now located upon the property, in a building of the portable type, a Union Congregational Church, which has been incorporated under the name of "The Church in the Gardens." The Rev. Dr. Robert J. Kent is the resident pastor. It is expected, whenever the population and congregation warrant it, that a permanent edifice, in harmony with the general character of the development, will be erected.

Episcopal services are at present held in one of the vacant stores on the property. On the north side of the track, in Forest Hills, there is a Union Church; and Sunday services are held in temporary quarters, for the Roman Catholics.

# Landscape Design and Street Improvements

## STREET PLAN

In laying out the property, Mr. Frederick Law Olmsted, the Landscape Architect, has aimed to secure the full benefit resulting from three important principles in city planning.

One of these principles relates to the main thoroughfares, which should be direct, ample and convenient. Two 80-foot streets are carried straight through the property, in accordance with the city's tentative street plan covering the adjacent territory. A boulevard 125 feet wide, also coinciding with the city's tentative street plan, is provided along the line where the property fronts on Forest Park. In addition, two avenues seventy (70) feet wide, with ample setback of buildings, radiate from Station Square on direct but gently curving lines, so located as to secure the best grades and the most agreeable setting, through the middle of the property to the entrance of Forest Park and to the Boulevard which is to follow its easterly boundary. A third street 60 feet in width leads in a westerly direction through a well wooded section to the junction of two proposed city streets, one of which will eventually connect with Yellowstone Avenue. Other streets secondary to the above in importance are sixty (60) feet in width, also with setback for buildings, and follow lines which are direct but carefully related to the topography.

A second principle, which is very important to supplement the first, is that those streets which are not needed as thoroughfares should be planned and constructed to meet the purpose of quiet attractive residence streets in the best possible manner. To this end, the local streets at Forest Hills Gardens are laid out so as to discourage their use as thoroughfares. While not fantastically crooked, they are never perfectly straight for long stretches; and their roadways are made narrow, thus permitting additional space to be devoted to the planting spaces and to the front gardens which will be one of the characteristic features of the whole development. Probably one of the most notable characteristics of Forest Hills Gardens from the point of view of the home-seeker, when the plans are fully realized, will be the cozy, domestic



character of these local streets, where the monotony of endless, straight, wind-swept thoroughfares will give place to short, quiet, self-contained and garden-like neighborhoods, each having its own distinctive character.

A third principle that has controlled the design of Forest Hills Gardens is the deliberate setting apart of certain areas for the common use and enjoyment of the residents. The fortunate location of the tract on the border of Forest Park has of course made it wholly needless to provide any large park within the tract itself; but in spite of this advantage, a public Green has been formed at the point where the two main avenues divide, within view of the station and central to that part of the property which is farthest from Forest Park. This will form the residential focus of the community just as the neighboring Station Square will be its business focus. The portion of the Green lying between the roads and devoted wholly to lawns and paths and ornamental planting occupies one and one-half acres, but the size of the whole open space of the Green, from building line to building line, is about three and one-half acres.

The Station Square itself, although primarily a traffic center, is of considerable size and the whole of the surrounding architecture, including the railroad station and its approaches, is developed as a single composition. It is treated with a regard for the pleasure the residents may derive from its use that is impossible in the individualistic development of business centers usual even in the most costly and most fashionable suburban districts.

In addition to the Green, two spaces in other parts of the tract, one containing about an acre and a half, the other a little less than an acre, have been set apart to form small parks for the use of the residents. The smaller of the two, called Olivia Park, is located between Markwood and Deepdene Roads. It is well wooded with oak, birch and flowering dogwood, and the center has been made into a large lawn. This lawn is reached by a border path through masses of flowering shrubs.

The second park is located between Beechknoll Road, Borage and Park-end Place and Burns Street. This has been planted by the Company with a border of choice flowering shrubs, shade trees and evergreens. The central portion, which is turf, has been graded so that it may be flooded in winter for skating.

What is believed to be a novel recreation feature in Forest Hills Gardens, is that of the enclosed private parks. These are spaces of varying shape and size, occupying the interior portion of some of the

blocks and intended for the exclusive use of those living on the surrounding lots. They cannot be used for the active, noisy games of large boys and will not be open to the general public, but will provide places where the smaller children of the block can get room to play instead of being forced out upon the streets. They will be reached directly from the rear yards of most of the houses in these blocks.

#### PLANTING

The plans for the planting in the sidewalk lawns, the parks and other open spaces, have been developed by Mr. Olmsted in the form of a carefully studied, unified design for the whole property. In order to secure the special vista, or other decorative effect desired in each street or block, unusual care has been taken in the designation of the trees and shrubs to be used, and detailed maps were made on which their locations are precisely indicated.

On the main thoroughfares, American Elms and other large-growing trees are to be used. On the local streets, the purpose has been to provide, in addition to shade and foliage, a touch of color throughout the year. This is accomplished by the use of trees which flower or bear fruit or berries at different seasons. For instance, some streets are planted with English Hawthorn, Double Red Hawthorn and Washington Thorn, combined with Japanese Lilac, the Varnish Tree, flowering shrubs and plants. Other streets are planted with magnolia, flowering dogwood and Japanese Pagoda trees, and occasionally an Austrian or Swiss Pine has been introduced for the winter effect.

#### PAVING

The streets are paved with a concrete base six inches thick, composed of Hudson River Trap Rock, selected sand and a standard brand of cement. The concrete is laid on a thoroughly solidified foundation of local sand and gravelly soil.

This concrete base is protected by a coating of tar and grit, which is dust-absorbing and makes an excellent surface for motor cars and other vehicles.

#### SIDEWALKS AND CURBS

The sidewalks and curbs, which are of concrete, are not given the usual hard, smooth finish, but are so treated as to expose the varied colors of the gravel. The resulting surface is much more pleasant in color and texture, and provides a slightly roughened and more agreeable footing.

## SEWERS AND STORM DRAINS

There are to be sewers throughout the entire property. They are being laid in accordance with what is believed to be the best modern practice in work of this character; notably, perhaps, in the construction of two separate systems (one for storm or surface sewer constructed where deemed necessary, and the other throughout, a sanitary system for house drainage) and in the use of bituminous joints in the sanitary sewers, which prevent seepage and keep the roots of trees from entering and choking the sewers.

All sewer mains are laid at the Company's expense; the house connections are laid by the Company at the expense of the owner.

## ELECTRIC LIGHT AND TELEPHONE WIRES

The electric light and telephone wires will be carried in underground conduits through the streets and to the interiors of all blocks, where they will, generally, be carried along the rears of the lots on short poles from which the house connections will be made.

## WATER AND GAS MAINS

Water and gas mains will be laid throughout the property. The water comes from deep, driven wells, and, like most of the Long Island water, is pure and cold.

## STREET LIGHTS AND SIGNS

The streets will be lighted by gas or electricity. Attractive lamp posts and street signs will be placed at convenient locations over the property.

## COMPLETION OF STREET IMPROVEMENTS

Much of the work involved has been done. The Company agrees to complete the streets with the improvements so as to give access to any lot before the completion of a house thereon.

# Types of Buildings to be Erected

While a large proportion of the land area to be developed is being sold in lots, to be improved by the buyers according to plans approved by the Homes Company, the Company, in order to set a standard and influence the architectural character of the future town, has erected a large number of dwellings.

To this end plans were prepared by Grosvenor Atterbury and a number of other well-known architects acting under Mr. Atterbury's general direction, for an initial operation comprising both groups of buildings and detached and semi-detached houses. The execution of this program has already involved an expenditure in building construction of approximately one million nine hundred thousand dollars (\$1,900,000).

The different types of buildings included in these groups cover as wide a range as is permitted by the economic conditions, which necessarily determine also their distribution and location on the property. Adjoining the railroad station and forming the Station Square is a large grouping of buildings in which is the Forest Hills Inn, a modern fireproof hotel with accommodations for two hundred guests and an apartment house with stores and offices on the ground floor. From this center out towards Forest Park, which bounds the property on the southeast, the houses are planned to correspond to the varying values of the lots as determined by their size, location and prospect, the larger single-family dwellings containing ten or twelve rooms, and the smaller six or seven. Following the land and road contours, these are combined in smaller and more detached groups, as the varying requirements of the different sites demand. While they vary greatly in size, arrangement, cost and architectural treatment, an attempt has been made to make them alike in their domestic and livable character.

In the matter of construction, the Company has thought it wise to build in a more than ordinarily substantial manner, believing that the additional cost involved in using masonry walls and piers, fire-proof columns and girders, and tile roofs throughout, except in such structures as are entirely of fire-proof construction, is justified by the lessened cost of maintenance, risk of fire loss and the longer life and more substantial character of the investment.

This policy is being maintained both with respect to buildings erected by the Company and those erected by lot purchasers irrespective of whether their houses are planned and financed by the Company or by themselves.

# Terms Under Which Vacant Lots Will Be Sold

Vacant lots are sold in plots as they may from time to time be designated on the price lists, the company reserving the right at any time to increase or decrease the size of the plots offered for sale. The general policy of the Company, however, as far as it may be found advisable, will be to sell lots in plots of the sizes shown on the present price list. A cash payment of five per cent. (5%) of the purchase price is required, the balance may be paid in one hundred and twenty (120) equal monthly instalments which will include payments on account of principal and interest on unpaid balances at five per cent. (5%) per annum.

The purchaser will have the privilege at any time of anticipating payment in part or in whole.

A discount of five per cent. (5%) will be allowed if the full purchase price is paid in cash within sixty days from the date of the contract.

## EXTENSION OF TIME FOR PAYMENTS

If the purchaser has during the first year made all payments within thirty (30) days of their respective due dates and observed all other conditions of the contract, he shall thereafter be allowed on each payment ninety (90) days before forfeiture may be declared.

## DELIVERY OF DEED

A deed will be given, if desired, when one-half of the purchase price has been paid, the purchaser to execute and deliver the company a bond and purchase-money mortgage for the unpaid balance, bearing interest at the rate of five and one-half per cent. (5½%), payable semi-annually, which mortgage will run for a period of one, two or three years, as may be desired. The purchaser is to pay the cost of recording the necessary papers; also the mortgage recording tax of one-half per cent. (½%) of the amount of the mortgage.

No deed will be delivered to a purchaser until all taxes, interest, assessments and maintenance charges are paid in full to date of transfer.

## DEED IN CASE OF DEATH

In case of the death of a purchaser while the contract of sale is in force and before the deed is delivered, his heirs shall have the right to continue the contract and take deed to the property; or they may require the Company, at its option, either to return to them all principal and interest paid up to the death of the purchaser with interest thereon at five per cent. (5%) per annum, or to convey the property to the heirs free from further payment.

# Terms Under Which Houses Will Be Sold

Houses built by the Company for its own account will be offered for sale upon a cash payment of ten per cent. (10%) of the selling price of house and land. The company will, if desired, build, or have built, a limited number of houses not to exceed one hundred (100) for lot purchasers according to their own plans, provided such plans have been approved in writing by the Company as set forth in subdivision Fifth of the Declaration. Only one house will be built for each purchaser, and only when he has paid on the purchase price of the land an amount equal to the cash payment as set forth in the table hereto appended, entitled "Schedule of Cash Payments."

## SCHEDULE OF CASH PAYMENTS

BASED ON THE COST OF THE LAND AND THE ESTIMATED COST OF THE

### HOUSE.

Cost of House and Land	Cash Payment
\$10,000 and under.....	\$1,000
11,000 .....	1,200
12,000 .....	1,400
13,000 .....	1,600
14,000 .....	1,800
15,000 .....	2,000
16,000 .....	2,200
17,000 .....	2,400
18,000 .....	2,600
19,000 .....	2,800
20,000 .....	3,000
21,000 .....	3,400
22,000 .....	3,800
23,000 .....	4,200
24,000 .....	4,600
25,000 .....	5,000
26,000 and over.....	25%

The Company will secure for the purchaser, if so desired, a first mortgage for any amount up to fifty per cent. (50%) of the selling price of the house and land for three (3) years with interest at not more than five and one-half per cent. (5½%) per annum, payable semi-annually, the purchaser to pay the recording and acknowledg-

ment fees and the mortgage tax. The Company will agree to secure the renewal of this mortgage at maturity for the same term, provided the grantee to whom the property was first conveyed is then the owner. The expenses of such renewal shall be paid by the owner.

The balance of the purchase price, over and above the cash payment and first mortgage, is to be secured by the purchaser's bond and a second mortgage, payable in one hundred and twenty (120) equal monthly installments which will include payments on account of principal and interest at six per cent. (6%) per annum.



# Offer of Plans and Specifications

In order to stimulate the early improvement of vacant lots and to maintain the high standard of design and construction in the buildings erected in Forest Hills Gardens, the Company will prepare or cause to be prepared plans and specifications for houses, together with grading and planting plans, at a nominal charge of two and one-half per cent. ( $2\frac{1}{2}\%$ ) of the cost of each house. As such plans and specifications cost the Company from 5% to 10% of the cost of the building and other improvements, the difference between the actual cost and the charge made by the Company is equivalent to a substantial cash premium.

## Information

FOR PURCHASERS CONTEMPLATING ENGAGING THE SERVICES  
OF ARCHITECTS, OTHER THAN THOSE ASSOCIATED  
WITH THE COMPANY

The building restrictions and conditions in general, governing the erection of a house, are clearly set forth in this pamphlet.

In order to avoid misunderstanding, involving needless work and expense, the Company advises a conference between the purchaser, the architect, and a proper representative of the Company before any sketches are made by the owner's architect, at which the general type of building desired and proposed by the owner may be considered and the wishes of the company with relation to such matters explained. Conclusions reached at such a conference, however, must be understood to be tentative only, and largely for the purpose of ascertaining whether the ideas of the purchaser or his architect are in any way objectionable to or inconsistent with the general scheme of the development, and therefore not mutually advantageous to the Company and its various purchasers. The final approval of the plans can only be based upon completed working drawings, from which the house is to be built—a description of the proposed treatment of the exterior, both walls and roofs, with respect to material and color, and a block plan showing the location of the house, the amount of free space to be left on either side, in front and rear, and the general scheme of grading and planting. The Company, however, may be wisely consulted from time to time during the development of the drawings, whenever questions arise which may affect its approval or disapproval of the plans.

Purchasers and architects are advised, for their own protection, that all plans must bear the stamp of approval of the SAGE FOUNDATION HOMES COMPANY before the same are filed for record with the Municipal Building Department.

## Restrictions and Conditions

The experience of other suburban developments has demonstrated the advantage to the lot owner of the adoption of protective restrictions which tend to promote and preserve the residential advantages of the neighborhood. The restrictions and conditions adopted for Forest Hills Gardens, in addition to those of conventional form which have been approved by the experience of others, include some provisions which are believed to be novel and which, it is thought, will be of further advantage either to the property as a whole, or to portions affected by special local provisions. Among these, is one which requires an open space to be left on each side of every building, or block of buildings, the extent of which is regulated by the width of the building, so that the wider the building, or block of buildings, the greater the amount of open space required on each side. This regulation, combined with the setback required from the street, will make it possible to permit blocks of buildings, when properly treated as single architectural compositions, to be located anywhere on the property. So designed and so spaced, they will, it is believed, lend to the street perspectives and to the appearance of the property as a whole an interest and variety of a kind not obtainable where the houses are either all detached or all in blocks, and where it is consequently difficult to escape a certain degree of monotony resulting from too great a uniformity in the sizes of the buildings, and in the widths of the spaces between them.

It will be observed that the restrictions have been given an unusually long life, and do not expire until the year 1950, and that provision is made for their further extension, if at that time it is so decided by the lot owners. Though it is desirable to provide the protection which is afforded by long-time restrictions, the conditions surrounding property are so subject to rapid change that a term as long as the above would be unsafe, except for a further provision, which has been made, giving the Company the right to modify or change any of the restrictions and covenants, except those contained in the "Nuisance Clause" and in the clause providing for the "General Maintenance Charges."

The covenants and restrictions are precisely and fully set forth in the Declaration which has been filed for record, a copy of which will be supplied on request, and with which the Company expects each pur-

chaser to familiarize himself, before entering into any contract. The following is an informal and condensed statement of its more important features:

## RESTRICTIONS AND AGREEMENTS AFFECTING THE ENTIRE PROPERTY

### NUISANCE CLAUSE

The "Nuisance Clause" prohibits any brewery, distillery, malt house, slaughter house, brass foundry, tin, nail or other iron foundry, lime kiln, or sugar bakery, tallow chandlery, crematory, hospital, asylum or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault, cattle, hogs or other live stock or live poultry; any establishment for the making or preparing of soap, candles, starch, vitriol, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosives, baking powder, cream of tartar, gas, asphalt or fertilizers; any establishment for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; any noxious, dangerous or offensive thing, trade, business or use of the property whatsoever.

### APPROVAL OF PLANS

The plans and specifications for the erection or alteration of buildings, fences, walls, or other structures, must be approved by the Company in writing before work is begun. Such plans and specifications must show the nature, kind, shape, height, material, color scheme and location of the structure and the grading plan of the lot—a copy to be lodged permanently with the Homes Company.

### MINIMUM COST

The minimum cost of the house to be erected will be specified in each deed.

Generally speaking, the rule followed in establishing the varying requirements of minimum cost of dwellings will be: for detached and semi-detached houses, from four to five times the value of a 20-foot lot in the immediate neighborhood; and for houses in blocks, from three to four times the value of a 20-foot lot. This rule is, however, subject to exceptions.

### EASEMENTS RESERVED

Easements and rights-of-way are reserved for poles, wires and conduits for lighting, telephone and other purposes, and for sewers and

pipes of various kinds, in order to keep such poles, etc., out of the streets. These reservations are confined, wherever practicable, to the rear three (3) feet of the lots.

#### TITLE TO STREETS

The Company reserves, temporarily at least, the title to all streets, together with the right to grade them in accordance with such grades as it may establish, but makes provision that if, or whenever, any public authority shall acquire the streets by condemnation, or otherwise, the Company will apply any compensation it may receive for the streets taken, exclusive of compensation for structures owned by it, against any possible assessment which such public authority shall make.

#### ENCROACHMENTS ON STREETS

In the improvements around and near Station Square portions of bridges and buildings erected by the Company will encroach over or upon portions of the streets. These encroachments are indicated on the recorded plat. The Company reserves the right to erect bridges in other localities.

#### GENERAL MAINTENANCE CHARGES

All of the land in Forest Hills Gardens (including that owned by the Company), with certain exceptions enumerated in the Declaration (these exceptions, for the most part, being land used for public or semi-public purposes), is made subject to an annual assessment of two mills per square foot of its area. This is equivalent to \$4.00 a year on a lot 20 x 100 feet. These assessments are for the purpose of creating a fund to be applied toward the cost of lighting, improving and maintaining the streets, parks, and other open spaces, of collecting garbage, of maintaining the sewerage system and of other services relating to the general welfare of the residents, the particulars of which are set out in the Declaration. These assessments are to be paid to the Company and the fund thereby created is to be administered by the Company. The Company will pay into this fund its quota of the assessments, in proportion to the area of the lots still owned by it each year, but the company will not be under obligation to pay into the fund more than the amount of its share as so determined.

These maintenance charges will not take the place of city or other taxes. They must be paid by the lot owner.

#### RIGHT TO MODIFY

The restrictions contained in the "Nuisance Clause" and the provisions governing the so-called "General Maintenance Charges," are fixed and cannot be waived or modified without unanimous consent. The provisions governing the so-called general maintenance charges cannot be waived until after ten (10) years, and then only with the consent of the owners of more than fifty per cent. (50%) in area of the lots. Any other restrictions, covenants, conditions, charges or agreements contained in the Declaration or deeds, may be annulled, waived or changed by the Homes Company as to its own property, and, with the consent of the owner, as to any property which it has sold.

The purpose of this provision is to afford means of appropriate relief, if it should hereafter appear to the Company that any of the restrictions and agreements have been unwisely adopted, or that owing to changed conditions, they have become unsuitable for certain portions or for all of the property.

#### RIGHT TO ABATE AND ASSIGN

Provisions are made giving the Company the right summarily to abate the violation of any restriction or agreement, and the right to assign any of its rights and powers contained in the Declaration.

#### RIGHT TO EXTEND

The restrictions, unless modified, continue in force until January 1st, 1950, and provision is made for their extension beyond that time, for successive periods of twenty (20) years without limitation, upon the vote of the owners of two-thirds in area of the lots.

#### RIGHT TO ENFORCE

Either the Homes Company, or any lot owner, may enforce any of the restrictions and agreements.

#### RESTRICTIONS AFFECTING THE ENTIRE PROPERTY, EXCEPT PROPERTY RESERVED FOR BUSINESS OR OTHER USES AND ENUMERATED IN SUBDIVI- SION "FIRST," PARAGRAPH "(A)," OF THE DECLARATION

#### RESIDENCES AND GARAGES

The property is to be used for purposes of private residence only, houses for occupation by more than two families not being permitted. Private garages are permitted under certain limitations, and no private stables will be permitted.

## SETBACKS FROM STREETS AND REAR OF LOTS

It is provided that no part of any building, except porches, steps and bay, bow and oriel windows, shall be permitted within certain specified distances of the front and side streets, respectively, nor within ten (10) feet of the rear lines of lots. The setbacks from front streets are, generally, twenty-five (25) feet, but in some localities are more or less. Porches, steps, and bay, bow and oriel windows may encroach on these spaces, the extent of the encroachments permitted being set out in the Declaration.

This restriction does not apply to lots 1 to 9 inclusive in Block 3.

Garages may not be built within sixty (60) feet of any front street, or within twenty-five (25) feet of any other street thirty (30) feet, or more, in width.

These several requirements are based upon careful consideration from architectural and other points of view, and are designed to permit just as much freedom in the use of the individual lot as is possible without injuring the proper aspect of each street as a whole.

## FREE SPACES AT SIDES OF BUILDINGS

It is required that free, or open, spaces shall be left on both sides of every building or block of buildings. The width of free space required increases with the increased width of the building, in accordance with the rule set out in the Declaration. A table, giving typical examples of the application of this rule, will be found in Appendix "A" of this pamphlet.

Not less than thirty-five per cent. (35%) of the total amount of free space required on both sides, is to be left on any one side in the case of a detached building, not less than forty per cent. (40%) of such total in the case of a block of buildings.

These free spaces may be encroached upon by porches, steps and bay, bow and oriel windows, the extent of the encroachments allowed being stated in the Declaration.

This restriction does not apply to lots 1 to 9, inclusive, in Block 3.

## MAXIMUM WIDTH OF BUILDING

It is provided that no building or block of buildings shall be more than two hundred and fifty (250) feet in width or length.

PROVISION APPLICABLE ONLY TO LOTS IN CONNECTION WITH WHICH UNDIVIDED INTERESTS IN "PRIVATE PARKS" AND "PRIVATE LANES" ARE CONVEYED

SPECIAL MAINTENANCE CHARGES—PRIVATE PARKS

The above lots are made subject to an annual assessment, proportionate to such undivided interest, sufficient to provide a fund equal to seven and one-half ( $7\frac{1}{2}$ ) mills per square foot of the respective areas of such parks and lanes—to be expended for their maintenance and for other uses as enumerated in the Declaration. Inasmuch as in each case the total area of the lots connected with a private park is considerably greater than the area of the park, this annual charge will amount to less per square foot of lot area than the amount given above, and will range, with the different parks, from one (1) to two and a half ( $2\frac{1}{2}$ ) mills per square foot of lot area.

## APPENDIX "A"

TABLE OF TYPICAL EXAMPLES OF FREE SPACE REQUIRED  
AT SIDES OF BUILDINGS OF DIFFERENT WIDTHS

(See rule as set forth in "Declaration")

Width of Building	Minimum total free space, counting both sides of building		Width of lot required (width of building plus free space)
	In percentage of width of building	In feet	
Less than } 30 feet		15.0 feet	15.0 feet } plus house width
30 "	50.0 per cent.	15.0 "	45.0 "
32 "	49.7 "	15.9 "	47.9 "
34 "	49.4 "	16.8 "	50.8 "
36 "	49.1 "	17.7 "	53.7 "
38 "	48.8 "	18.5 "	56.5 "
40 "	48.5 "	19.4 "	59.4 "
42 "	48.2 "	20.2 "	62.2 "
44 "	47.9 "	21.1 "	65.1 "
46 "	47.6 "	21.9 "	67.9 "
48 "	47.3 "	22.7 "	70.7 "
50 "	47.0 "	23.5 "	73.5 "
52 "	46.7 "	24.3 "	76.3 "
54 "	46.4 "	25.1 "	79.1 "
56 "	46.1 "	25.8 "	81.8 "
58 "	45.8 "	26.6 "	84.6 "
60 "	45.5 "	27.3 "	87.3 "
62 "	45.2 "	28.0 "	90.0 "
64 "	44.9 "	28.7 "	92.7 "
66 "	44.6 "	29.4 "	95.4 "
68 "	44.3 "	30.1 "	98.1 "
70 "	44.0 "	30.8 "	100.8 "
75 "	43.25 "	32.4 "	107.4 "
80 "	42.5 "	34.0 "	114.0 "
85 "	41.75 "	35.5 "	120.5 "
90 "	41.0 "	36.9 "	126.9 "
95 "	40.25 "	38.2 "	133.2 "
100 "	39.5 "	39.5 "	139.5 "
110 "	38.0 "	41.8 "	151.8 "
120 "	36.5 "	43.8 "	165.8 "
130 "	35.0 "	45.5 "	175.5 "
140 "	33.5 "	46.9 "	186.9 "
150 "	32.0 "	48.0 "	198.0 "
160 "	30.5 "	48.8 "	208.8 "
170 "	29.0 "	49.3 "	219.3 "
180 "	27.5 "	49.5 "	229.5 "
190 "	26.18 "	49.75 "	239.75 "
200 "	25.0 "	50.0 "	250.0 "
210 "	25.0 "	52.5 "	262.50 "
220 "	25.0 "	55.0 "	275.0 "
230 "	25.0 "	57.5 "	287.5 "
240 "	25.0 "	60.0 "	300.0 "
250 "	25.0 "	62.5 "	312.5 "





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